88-765

NO. _____

Supreme Court, U.S.
FILED
OCT 12 1988
JOSEPH F. SPANIOL, JR.
CLERK

IN THE
SUPREME COURT OF THE UNITED STATES
October Term, 1988

THANH VONG HOAI,
Petitioner,

v.

THANH VAN VO, THACH DUY NGUYEN, MY-LINH D. SOLAND, NGUYEN THI BACH LUU, THANH VAN VO, SUNTECH SUNOCO, INC., and MICHAEL ARIF,
Respondents.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Fourth Circuit

---

APPENDIX III (Supplemental) PART B

Laurence A. Elgin *
John D. HEMENWAY
4816 Rodman St., N.W.
Washington, D.C. 20016

*Counsel of Record

CONTENTS OF THIS VOLUME OF APPENDIX III

(Supplemental) APPENDIX III

PART B

Partial Text of the Sworn Affidavit of the PLAINTIFF/PETITIONER THANH VONG HOAI of March 25, 1987.

Paragraphs 676) through 804) pp 76-154

(Remainder of Affidavit in previous parts.)

SUNTECH SUNOCO:
AIDING, ABETTING, COUNSELLING, CONSPIRING WITH

676) For full understanding I repeat and incorporate by reference my statements of paragraphs 1) through 675) and continue.

677) When I was first threatened with death and bodily harm by the defendants VO and THACH on the 26th of April, 1986, I did not know of the history of acts and threats of violence on the part of these defendants which has been alleged herein, nor did I know of their reputation for acts and threats of violence within the community, or of their connection with the "cowboys."

678) As the events alleged herein for the period from the time of that first threat on April 26, 1986, until the middle of May, 1986, unfolded, I, as alleged

herein, learned of the reputation of these individuals for acts and threats of violence and of their connections with the "cowboys."

679) On the 15th of May, 1986, when I was confronted by the defendant VO at the station as set out above, and threatened by VO with harm to my family, I was very frightened. This was also the time that VO had with him the large black American whom VO spoke to of being "off duty" as if the man were a policeman and after the defendants THACH and VO had told me that I could not go to the police because they, THACH and VO, controlled the police.

680) The defendant THACH had said to me that didn't I know that VO controlled all of the police in Southeast D.C., from Captain Atkins down to the lowliest patrolman.

681) It was against this background and in the state of mind induced by these events already alleged that I, a day or so after the confrontation with defendant VO on the 15th of May, after getting over being upset and fearful sufficiently to do so, called Ernie Peele the area manager of SUNOCO.

682) Once before I had been defrauded and extorted out of a SUNOCO dealership. (Starting in 1986, SUNOCO switched from calling its dealerships "dealerships" to calling them franchises.) This was in 1982, in the SUNOCO station and car wash alleged about above.

683) The story of that fraud and extortion and the reaction to it by the Sun Oil Company and its employees and their treatment of me and knowledge of my dealing with such things, and their

counsel to me, are relevant here.

684) On that occasion, I had purchased a gas station and car wash leasehold of ten years and had begun to operate a business on the site, in Greenbelt, Maryland, as a SUNOCO dealer. Previously, the operator of the site had been a Mobil dealer. As I became aware that the seller of the leasehold had defrauded me in several ways I tried to deal with it myself. After about twelve or thirteen months, I was threatened by the lessor who had sold me the leasehold in retaliation for my calling to his attention the fraudulent claims that he had made in inducing me to purchase the leasehold. This man eventually threatened me in various ways and I naturally turned to SUNOCO for counsel and advice. SUNOCO recommended a lawyer whom I did retain and

who did work on the matter. Eventually it was decided by me not to pursue the matter further for reasons advised by the lawyer that SUNOCO had counselled me to go to and another lawyer whom that lawyer had recommended. These reasons had nothing to do with the merits of my legal claim but rather the political power of the man doing the threatening who had extorted the business from me and the cost of overcoming that advantage, as I was advised by lawyers. SUNOCO counselled me to go along with the advice of these lawyers and accept the advice, which I did. Part of this legal advice was to help me, in order to avoid having to pay the monthly lease payments on the remainder of the leasehold, which the man who defrauded me was attempting to collect, to file bankruptcy so that that

claim against me as an innocent victim of the fraud and extortion could be defeated. On the counsel of SUNOCO, decided to take this advice of the lawyers.

685) Ernie Peele, the SUNOCO area manager, knew about this earlier experience of mine and others within the SUNOCO organization who worked with me and knew about it back in 1982 when it happened were still working with SUNOCO when the events alleged herein occurred. They still work for SUNOCO.

686) So, on the 17th or 18th of May or thereabouts I called Ernie Peele and told Ernie Peele of the threats of death and violence against me and my familyby the defendants THACH and VO and that these two defendants had tgaken over the gas station and driven me off and had taken over the business.

687) Ernie Peele asked me how the defendants THACH and VO could do this, having met the defendant VO and questioned him about hidden ownership interests and aspirations back on March 21. (See paragraphs 70) to 74) and 724).) "How can he do that, how can he do that?" Ernie Peele asked in this phone conversation, referring particularly to VO.

688) I then explained that the defendant VO had claimed to just be making a loan of thirty-five thousand dollars but he took contreol of the bank account right away and that nmow I could see that the defendant VO had never put the money he claimed in the bank account of the station.

689) Ernie Peele said that VO was my friend and he asked me why he would do

this thing. When I replied that I did not know but that VO claimed tghat the business belonged to him, VO, Ernie Peele asked me why it was that I could not just go and kick him out.

690) I replied that the truth was that I was afraid for my life, afraid if I tried such a thing my legs would be broken or I would be killed or my family harmed.

691) I then asked for the help of SUNOCO in telling VO to get out of the station and cease the extortion and threats and fraudulent claims.

692) Ernie Peele pointed out that VO was supposedly my friend and that I had brought him into the station operation to which I had responded that I had been tricked and had thought VO was my friend but now that he had taken the station over

and threatened my life, he was no longer my friend and that I now needed SUNOCO's help. I stressed that if I went into the station again by myself, I would be killed or harmed.

693) Ernie Peele concluded the conversation by saying that the only thing he could do would be to write me a formal letter emphasizing that the station was mine and that I had to be there to operate it or I would be out of compliance with the lease and franchise agreements and they would be terminated. Ernie Peele did write this letter as stated above but it was tampered with and intercepted by the defendant VO.

694) A week or so later I again called Ernie Peele and asked him if he, Ernie Peele, and SUNOCO, had found any way to help get the defendant VO out of the

station so that I could get my station business back and operate it.

695) Ernie Peele stressed that he had said the only thing he and SUNOCO could do was send a letter saying that I had to be at the station all the time and that it was my station and my business, which he said, SUNOCO had done through Ernie Peele's supervisor, Harry Vaughn, to whom Ernie Peele had recommended the letter after our last phone conversation. The supervisor sent the letter.

696) I then asked for the help of a SUNOCO lawyer to straighten it out and Ernie Peele told me that it was my business operation, not SUNOCO's, in which I had gotten VO involved, and that I would have to straighten it out. I responded that I knew it was my business but I needed help to straighten it out. I could

not go in the station without getting harmed or killed unless SUNOCO would help me. At the end of the conversation Ernie Peele said he would see if there was anything else he could do. This was about May 24th or 25th.

697) On the 28th of May as stated above, in connection with the extortion and lockout at the Mekong Center, and on the advice of Mr. Tung, I called defendant MY LINH SOLAND and she said she would write the letter as I asked in that matter.

698) In the Vietnamese paper I had seen an ad that a Vietnamese lawyer named George Tran Duc was licensed to practice in D.C. About June 1, when I was eating at the Queen Bee Restaurant on Wilson Boulevard near the Mekong Center, the Vietnamese lawyer George Tran Duc was

eating there also at a different table. He called me over to his table and told me that he had heard that I was having trouble with my gas station and I agreed.

699) George Tran Duc told me then that he was licensed in D.C. and had an office there and was the only Vietnamese lawyer so licensed in D.C. George Tran Duc told me about cases he claimed to have won on behalf of other members of the Vietnamese business community. Later I discovered these claims to be fraudulent, but at the time I believed him and retained George Tran Duc who then took me over to an office on K Street in D.C. and promised to straighten the matter out for me right away, taking a fee from me of five hundred dollars ($500.00). George Tran Duc actually did nothing on the case and because of this I finally wound up

retaining defendant MY LINH SOLAND for the meeting on June 5, at the station with Ernie Peele and the defendants THACH, VO, MINH and LUU.

700) The events of the June 5 meeting, which was the other thing that Ernie Peele said he would look into doing, are set out above.

701) A meeting of the Northern Virginia Sunoco dealers was scheduled at the Howard Johnson Motor Hotel on Route 1 in Alexandria for June 20, 1986. About a week before the meeting Ernie Peele and Harry Vaughn of SUNOCO, the latter being Ernie Peele's supervisor and boss who had written the letter referred to above, invited me to come to this meeting and of course I agreed to go.

702) Between the meeting at the gas station on June 5, 1986, and the

invitation to the meeting of the Northern Virginia Sunoco dealers at the Howard Johnson on June 20, I had occasion to talk several times with Ernie Peele, who revealed some of the slander and lies that had been told to him concerning me by the defendants THACH, VO, MINH and LUU at the gas station on June 5, after I had been led by the defendant SOLAND into her car and left there. She, the defendant SOLAND, had returned to the station office at the time that the defendants MINH and LUU had just entered also. One slander was that I had stolen one hundred thousand dollars ($100,000.) from the sister of THACH and that the "Vietnamese community" hated me and so forth, in short the kind of thing that tortfeasors of this sort do to tell lies about others before similar things which are true are said about them.

703) It seemed to me that Ernie Peele was giving too much consideration to these fabricated slanderous statements and accusations, so I pointed out that I had known Ernie Peele some time and Ernie Peele ought to know better than to listen to such nonsense.

704) I also talked on the phone during this period to Harry Vaughn, John Pendergast, and Mr. Earl the terminal manager, all SUNOCO personnel and explained what had happened and that I was seeking SUNOCO's help and assistance in regaining control of my business after the fraud and extortion aforesaid. By the time of the invitation to the dealer's meeting I had overcome whatever distrust had been created by this fraudulent tactic of slander and calumny on the part of the defendants VO, THACH, MINH, LUU and SOLAND

at the meeting on June 5. I did not know during all this time that the defendant SOLAND and/or her partner Lutz had been attorneys for the defendants MINH and THACH for some time and did not learn this until much later.

705) Throughout this time and the ensuing time until I had discovered the dual agency and fraud of the defendant SOLAND the defendant SOLAND did advise me not to talk to SUNOCO and SUNOCO personnel. I did nonetheless continue to talk to personnel I knew of the Sun Oil Company.

706) During this time before my attendance at the dealer's meeting at the Howard Johnson's on Route 1 on June 20, 1986, I had formulated a plan to take back over the business which would require some but not very much support from SUNOCO and

suggested it to Ernie Peele and Harry Vaughn in outline and suggested that they could discuss it at the meeting. I lined up the capital necessary for my plan, which was to go into the station with some of the SUNOCO personnel and an inventory specialist, whom SUNOCO could obtain, and take an inventory of what stock VO had put in the station, ask to see evidence of what, if any, money VO had actually deposited in the station account from the checkbook or bankbook records and then pay off VO for the exact amount of his investment. It was crucial to this plan that at least one of the SUNOCO personnel go with me and tell VO to leave in order to eliminate the pretense of legitimacy on VO's part pursuant to the fraudulently extorted one dollar ($1.) contract.

707) At the dealers' meeting and on

the telephone several times thereafter I had discussed this plan with Harry Vaughn, Ernie Peele and other SUNOCO personnel. They agreed with this plan and SUNOCO agreed to do its part. On each occasion, however, that I and SUNOCO personnel were close to executing this plan, I was deflected from doing so, as were the SUNOCO personnel by the defendant SOLAND, whom neither I nor the SUNOCO personnel realized at the time was in league with the other defendants as set out more fully below. I took defendant SOLAND's advice during this period and the SUNOCO personnel continued to advise and counsel me to accept my lawyer's advice.

708) In August, at Arlington Courthouse, on the 18th, I saw defendant SOLAMD and/or her partner Lutz, representing the defendants MINH and LUU

ina a case in which the defendant SOLAND and/or her partner Lutz had been representing MINH and LUU for a long time.

709)After this discovery, I forthwith discharged the defendant SOLAND as my counsel. Within days of discharging the defendant SOLAND, I had retained new counsel, John D. Hemenway, Esquire, of the District of Columbia bar. Very quickly my new counsel had me contact Ernie Peele by telephone to work out the details of executing the plan which had been delayed by defendant SOLAND. Ernie Peele said to me then: "Anytime that you go in there to take back your gas station, I will be with you. That's your gas station." This plan was backed by Harry Vaughn and the other SUNOCO poersonnel.

710) On Wednesday, August 20, 1986, I went with the grown son of my new counsel,

David Hemenway, and picked up the documents in my case from defendant MY LINH SOLAND that I had given her in connection with the case. In the meantime I had started another body shop business in partnership with another Vietnamese, Mr. Doan. After I had terminated the services of defendant SOLAND the defendant SOLAND, I have it on information and belief, informed some of the other defendants of that termination of her services and that she would no longer be able to help stop me and SUNOCO from attempting to take back the illegally taken station and so word got to defendant THACH.

711) On Friday, August 22, 1986, I called Ernie Peele on the telephone and arranged to meet with him the following Monday. This was before I had even met

with my new counsel, John Hemenway. Ernie Peele said he had appointments that day in Northern Virginia so we agreed to meet at the Howard Johnson on Route 1 in Alexandria, Virginia so that Ernie Peele might fit it into his schedule.

712) On Saturday, August 23, the defendant THACH called me when I was at this new body shop business in Arlington, Virginia. THACH told me over the phone that he and the defendant VO wanted to talk to me seriously about the gas station. He said it was a very serious matter. I asked what was serious. And THACH replied that they needed to have a serious talk about the gas station and they did "not mean to hurt" me. THACH said, that he and VO had to talk to me. I said go ahead and talk because I was not leaving the body shop. THACH said, "We

talk very serious and we not hurt you." I replied that if they were serious, come to see me at the body shop and I will talk to you both. The defendant THACH asked what time and the I said I would check how the work was going and call THACH back and give the time. Later I called THACH back I said I was free between 9 and 9:30 that evening and that they could come to the body shop, at 4000 N. 5th Road in Arlington, Virginia, and meet him there. THACH said, "We will meet you there."

713) At 9 or 9:30 that evening the defendants VO and THACH came to the body shop but refused to come inside. They told me that they would meet me at the Cafe Italiano, a restaurant nearby. They went to the restaurant where the defendants THACH and VO told me that they would pay me for the gas station business

an amount of twenty-five thousand dollars ($25,000.) and that they would give me back his thirty thousand dollar ($30,000.) note which they had defrauded and extorted me into signing and that they would also help me get into whatever new business I wanted to get into. I said I was not interested in any new businesses at this time. (The only thing that I wanted was to get the plan executed to recover the gas station the following Monday.) I said I would talk to my wife and attorney and would come to the gas station Monday and let them know. At this time the defendants THACH and VO told me that they would not be at the gas station on Monday morning because they would be at the Fairfax Courthouse on Monday in the morning. When I asked why they said that they had to go there because of people who

were trying to steal hundreds of thousands of dollars from them. This was a lie and a fraud.

714) On Monday, August 25, my new counsel drew up a document for signature by Ernie Peele, which my counsel decided to entitle "NOTICE TO SURRENDER PREMISES." This document of one page asked the defendant VO to surrender the premises and was certified by my signature and contained at the bottom a statement for signature by Ernie Peele that he was the SUNOCO company representative and as such declared me to be the holder of the lease for the Sunoco gas station at 2305 Pennsylvania Avenue, S.E. and the only person authorized to be in possession of the premises.

715) On the morning of Monday, August 25, 1986, I went with my new counsel, John

D. Hemenway, and a grown son of his, David Hemenway, and Ernie Peele at the Howard Johnson's on Route 1 in Alexandria just prior to the luncheon hour. We went over the drafted notice and my new counsel and Ernie Peele and I signed the notice to surrender the premises. I truly believed that in front of two Americans, like my counsel and my counsel's grown son, the defendant VO would not threaten me unless he could get me alone as he had attempted to do on June 5. Further, I felt that when presented with this formal notice and a request from me, accompanied by these witnesses, to begin taking the inventory, the defendant VO would comply until he and the defendant THACH could get together and plan some additional fraud. Of course, I realized that the defendant SOLAND, being a dual agent with those who were

conspiring against me would have informed the defendants MINH, LUU, THACH, VO and ARIF by now of my plan. Both I and my counsel asked Ernie Peele to go with us to the station that day and ask the defendant VO to leave. Despite his promise of the prior week the SUNOCO representative Ernie Peele said he could not go with me and my attorney or my attorney's son at this time. Ernie Peele said he had to go to his appointments in Northern Virginia and that he would drop by the station the next day and see how we were doing.

716) From the Howard Johnson's, accompanied by David Hemenway, I went to the gas station on Pennsylvania Avenue, S.E., arriving at about 2 PM in the afternoon. We were in the car of one of the Hemenways, a car then not known to VO and THACH. I observed some five people

out of the people that defendant VO had hired, including some of VO's relatives, were at the station but I did not see VO in the office or on the station lot. So we left without my being seen or identified.

717) Around 4 PM or so together with John Hemenway and his son I returned to the station in the car of the Hemenways. Attorney John Hemenway got out of the car and asked for the defendant VO. The four or five people who were there came to John Hemenway and when he asked them for the defendant VO they said he was not there and he was away. John Hemenway asked where the defendant VO was and they said that they did not know where VO was but that he could ask the manager. They informed John Hemenway that Mr. Hiep was the manager and when John Hemenway spoke

to Mr. Hiep he gave to Mr. Hiep the "NOTICE TO SURRENDER PREMISES."

718) But Mr. Hiep refused to acknowledge receipt of the NOTICE TO SURRENDER PREMISES when requested by the attorney Hemenway as did all others present. They said that the defendant VO was not available. There was an off duty police officer there in his uniform when the parties arrived. Later other officers came. So all of the activity on this occasion was observed by one or more police officers. There were no accusations of violence or threatening behavior at the time. At least one police officer was present and observing from the moment of my arrival and the arrival of my counsel and my counsel's son on through the events that followed.

719) On this occasion my attorney

spoke with the defendant VO who, contacted by beeper, called the station and claimed then and later to be in Canada and not at the Fairfax Courthouse.

720) The defendant THACH came and pursued his usual tactics of telling outrageous lies about me and loudly announced immaterial things such as that I had had the bankruptcy in Prince George's County, Maryland, at the time of the Greenbelt Sunoco station fraud and extortion.

721) The employees of the station who had been brought in by defendants VO and THACH when they fraudulently excluded me from the hiring function of his station eventually left.

722) The defendant ARIF showed up, examined the notice to vacate, talked to the police and then entered an agreement

with me and my attorney to take the long sought inventory, beginning the next morning, which agreement was subsequently confirmed by me and my counsel and by defendant ARIF. Defendant ARIF did insist that Ernie Peele be there the next day when the inventory was to be taken. My counsel, John Hemenway and I agreed that Ernie Peele should be there. Defendant ARIF entered into a settlement agreement at this time with Mr. Hemenway that ARIF's clients THACH and VO, would abide by the word of Ernie Peele. This was a further fraud and deceit by the defendants ARIF, THACH and VO as they had no present intention of abiding by such an agreement.

723) I authorized changing the locks on the station. The son of my counsel, David Hemenway, and another man spent the night in the station.

724) The following day, after some further threats and extortion attempts by VO and his hirelings, Ernie Peele did come and even recounted for the defendant VO very patiently the conversation which they had back in March when the defendant VO had spoken with Ernie Peele at the Howard Johnson's and assured him that there was no hidden equity interest that he Vo had in the gas station franchise or business or aspirations to be more than a friend who was lending the required thirty-five thousand dollars ($35,000) to help me get started the business.

725) This was the way it seemingly ended, with me seemingly back in possession of my station in accord with the plan that I had worked on with the Sun Oil Company and its personnel and my own attorney.

726) In violation of the agreement to abide by the word and decision of the SUNOCO representative Ernie Peele, the defendant's VO and THACH hired the attorneys ROSEMAN and OTTMAN and filed a sham pleading based on the lies, frauds and deceits outlined herein in the Superior Court of the District of Columbia and did so with the awareness that the pleading was a sham based on lies and falsehoods and ignored frauds and extortions and the pattern of racketeering activity I complain about. This court action, Civil Action No. 7075-86 in the Superior Court of the District of Columbia, was filed on August 28 and named as defendants me, the Sun Oil Company and my attorney, John Hemenway, Esq. and his son, David Hemenway.

727) The defendant VO, and attorneys

ROSEMAN and OTTMAN arranged a TRO hearing the next morning, at which the attorneys OTTMAN and the defendant ROSEMAN repeated many of the fabrications of the defendants THACH and VO alleged herein, such as that VO had put up over thirty-five thousand dollars loaned it to me to start up a gas station business. VO didn't testify at all.

728) Throughout their dealings with me as set out above the defendants VO and THACH had repeatedly told me that they would "burn my life" because they had the money and they could buy anything, including American justice. They told me that they would deprive me of money so that they would have it and I would not and I would not be even able to hire lawyers to fight them. 729) On this occasion they demonstrated this by

fabricating lies about my lawyer, John Hemenway and his son; that the latter had threatened violence against the defendant VO and his employees. The opposite was true: it was VO and his employees who had threatened violence against me and my counsel's son, in reality. This was part of a preconceived plan to deprive me of counsel and representation by accusing my attorney of something that would require him to witness to defend himself and asking the court have him excluded from being my attorney at the 11th hour before the hearing. In doing this the attorneys OTTMAN and ROSEMAN used an obsolete copy of the ABA canbnons that did not contain the provisions designed to protect against this tactic. This is the kind of deceit and fraud that was practiced even by defendant VO's counsel in this proceeding

in the D.C. court. On belief Attorney OTTMAN used a bar number in these proceedings not belonging to him or anyone in the firm with which he is affiliated. Throughout my dealings with the Sun Oil Company up to the point I had repeatedly asked SUNOCO personnel to get one of SUNOCO's lawyers involved to help me, but this request had always been refused and I was told that I would have to get my own counsel.

730) For this hearing the Sun Oil Company requested that my counsel also represent them, which he did, at my expense. My present counsel conferred with Ernie Peele and the police officers and Ernie Peele joked about the crude extortion attempt of the defendants THACH and VO.

731) At this hearing there was

undisputed testimony from me, John Hemenway and David Hemenway as to violence and threats of violence on the part of the defendants VO and THACH, contested only by statements of attorneys OTTMAN and ROSEMAN who were acting as counsel and were not sworn. The attorneys for defendant VO used their questions to insinuate that Ernie Peele had taken a ten thousand dollar bribe, the aforementioned lie of THACH and the judge refused to let Ernie Peele on the stand to repudiate it.

732) At the hearing my counsel stated to the court that the case was ultimately a RICO case in all probability and a suit such as this would have to be brought.

733) As a result of this TRO hearing, defendant VO obtained a Temporary Restraining Order giving him possession of the station again for 10 days.

734) After the hearing Ernie Peele, who was the only one there for Sun Oil Company discussed with me and with my counsel what would have to be done next to fight these racketeering activities.

735) Up to this point the Sun Oil Company and all its personnel had sympathized with me and, when pushed, had stood by my side, even asking my counsel to represent them. They had told me I had to act on my own to get my station back. When I formulated a plan to do so, they encouraged me to execute it and went along with it in every way, saying they would stand behind me, expressing surprise and even impatience repeatedly that I did not just go into the station and throw out the defendant VO.

736) In the earlier fraud and extortion against me as a Sunoco dealer,

in Greenbelt, Maryland, the Sun Oil Company had recommended a lawyer to me. When that counsel and another counsel to whom that first counsel had referred me had urged me to abandon the fight against the fraud and extortion, the Sun Oil Company told me to follow counsel's advice. The Sun Oil Company urged me to follow counsel's advice and conferred with my counsel closely when I was represented by the dual agent, defendant MY LINH SOLAND. The duality of her agency and the conflict of interest she was involved in, was unknown to the Sun Oil Company at the time just as it was unknown to me, to my best belief.

737) Now, however, as the 10 day Temporary Restraining Order from the Superior Court expired of its own terms, no extension of it ever having been

applied for, the Sun Oil Company, who in the TRO hearing had been represented by my counsel and stood by his side, without notice to or counsel with me, began to aid, abet and counsel the racketeering acts of the defendants VO and THACH, even as their own counsel acknowledged that SUNOCO still regarded me as their franchisee and lessee.

738) The temporary restraining order (TRO) of the Superior Court expired on its own terms ten days later and no attempt was made by VO, the plaintiff in that action, to extend or to follow on with a preliminary injunction. Indeed the complaint of VO in this Superior Court action asked for no injunctive relief whatsoever.

739) Simultaneously, without any notice to my counsel or me, its admitted

franchisee and lessee, the Sun Oil Company made an agreement with the defendant VO through attorneys ROSEMAN and OTTMAN to exclude me from my own station and place the defendant VO in my stead as a reward for VO's racketeering activities as to which the Sun Oil Company was on notice, including the nonexistence of the fraudulently claimed thirty thousand dollar ($30,000.) loan, the threats of violence and death and the outrageous slanders of VO, THACH, MINH and LUU.

740) The Sun Oil Company knew of the peaceful nature of the taking back over of the station by me and that the officers who had been there the whole time supported me and my counsel's version of the peaceful nature of the takeover, and of the agreement, as the Sun Oil Company had discussed for months with me to abide

by Ernie Peele's decision, take the inventory and pay VO for his investment. Thus the Sun Oil Company knew of the sham nature of this pleading by VO and that it was a breach of the agreement that he and his counsel had entered into.

741) But the Sun Oil Company cooperated with these defendants to aid and abet the pattern of racketeering activity in which the defendants VO, THACH, MINH, LUU and ARIF were engaged. I was frankly appalled and dismayed by the obvious abetting and counselling in which the defendants and the Sun Oil Company made use of the telephone and the mails in talking and corresponding with each other and eventually with me and my counsel.

742) The Sun Oil Company deeply disappointed me by the way it appeared to aid, abet and assist the harmful-to-me

racketeering activity of VO and others, favoring racketeers over me.

743) Subsequently, the Sun Oil Company committed a number of other acts that were hostile to me, their franchisee, favoring a racketeer.

744) The Sun Oil Company had known me and my excellent training, skills and ability as previously mentioned from their work with me and as an employee-dealer. I passed easily their rigorous examination for potential franchisees and lessees. The defendant VO, by contrast, has no qualifications such as those the Sun Oil Co. requires of franchisees and dealers and indeed it does not appear that he has ever in his life run a business successfully, if by that one means running a business without engaging in strong arm activities and criminal activities.

745) Nonetheless, rather than continuing to support or say that they would fully support me in the face of this clear pattern of racketeering activity, the Sun Oil Company committed an act of aiding and abetting and counselling the racketeering activities of the defendants VO, THACH, MINH and LUU and ARIF by subsequently trying to make a "silk purse out of a sow's ear" by giving defendant VO special training and sending him to school, all using telephones and interstate mail so as to assist in defrauding me of what they knew to be my lease and franchise and filling station business.

746) In another such act the Sun Oil Company, I understand on best information and belief, has undertaken all the preparations to give the follow-on

franchise and dealership of this gas station lease and franchise arrangement to the defendant VO with the backing of defendant THACH rather than honor the commitment it made at the outset to give this station to me as a known quantity and make of the one year trial a mere formality. This was done with telephones and mail, even as the defendant VO has tried to sell "his" business for one hundred thousand dollars ($100,000.) and with the intent to interfere with commerce by interfering with the contract of the Sun Oil Company which aids the extortion which had that effect.

747) Another such act by the Sun Oil Company was perpetrated by the Sun Oil Company on January 22, 1987, by United States mail. By a certified mail letter of this date, addressed to me, HOAI, but

sent by certified mail to David Hemenway, the son and sometime assistant to my counsel John Hemenway, the Sun Oil Company, citing a summary of the Petroleum Marketing Practices Act, notified me that it is going to "non-renew" my franchise effective April 27, 1987," and that it will expire on March 31. (This is a little bit of deceit by mail in itself as it actually expires one year from April 10, 1986.) As a reason the Sun Oil Company actually wrote the following: "the operation of the station has not met Sun's expectations or standards. There has been a significant drop in the historical volume of gasoline sold from this station. I believe this is due in large part to the distractions caused by the dispute you are having with Thanh Van Vo."

748) The Sun Oil Company first

encouraged me to stand for my rights and contest VO, then did not help me, conspired with THACH and VO and other defendants herein in their pattern of racketeering activity when clearly put on notice as to the same, trained the perpetrator of the racketeering activity in order to attempt to make up for his lack of qualifications to run such a business, interfered with the contract they had with me as franchisee, using the telephones and the mails to aid and abet and counsel fraudulent activities and interfere with commerce, and then blames the resulting drop in the gallonage of the station on me, their franchisee, using it as an excuse, via the U.S. mail, to further aid and abet these activities by VO and THACH. Having deprived me of my livelihood in league with vicious and

violent racketeers the Sun Oil Company then seeks to aid and abet these racketeers further by using the product of their racketeering activity, its interference with commerce, to harm me even further.

749) Additional notice was given to the Sun Oil Company of my intent to pursue the defendants VO, THACH, MINH, LUU and ARIF for their racketeering activity under the RICO statutes and the reaction of the Sun Oil Company was that they were only interested in pumping gas and did not want to get involved in a fight between Vietnamese.

750) Thus the Sun Oil Company aided, abetted and counselled some of the defendants in their pattern of racketeering activity bringing great harm to me, their contractual franchisee, and

apparently conspired with some of the other defendants in their pattern of racketeering activity, to the extent of my best information.

751) When the Sun Oil Company counsel was advised of the criminal nature of the activities of some of the other defendants specifically he, while reasserting that as far as SUNOCO was concerned HOAI was still the contractor, asserted A) that SUNOCO was only interested in pumping gas and B) that if I ever filed suit against SUNOCO under these, RICO, statutes that SUNOCO would retaliate against me in a way that he said he could not specify or he would "get in trouble."

752) By many acts, statements and holdings out, the Sun Oil Company when it was on notice as to the truth concerning the racketeering activities and the lies

of the defendants VO, THACH, MINH and LUU and ARIF aided, abetted and counselled these defendants and/or conspired with them rather than act in accord with what the Sun Oil Company knew or had reason to know was true all to the damage of the general business and business reputation established by me and thereby the Sun Oil Company added to my pain and anguish and mental and emotional anguish and suffering of me and my family, reinforcing the threats against our lives and safety.

MY LINH SOLAND: AGGRAVATION: AIDING AND ABETTING: ADDITIONAL WIRE FRAUD

753) I shall repeat herein and incorporate by reference paragraphs 1) through 752) above for complete understanding.

754) As stated above the defendant MY LINH SOLAND, as a result of the need for an attorney on an emergency basis for the meeting at the SUNOCO gas station at 2305 Pennsylvania Avenue, S.E., in the District of Columbia on June 5, 1986, was retained by me and my wife as aforesaid and after that meeting, on the same day, my wife and I went to the offices of the defendant MY LINH SOLAND, in the offices of Attorney Lutz, as set out above, and entered into two separate retainer agreements with her, paying a five hundred dollar ($500.) retainer on each of the two retainer agreements, one for representing me in connection with the extortion and takeover of the gas station lease and franchise for the SUNOCO station at 2305 Pennsylvania Avenue, S.E., and doing something immediately to get the station back and

the other for representing me and my wife against the defendants MINH and LUU in connection with the fraud and extortion by those two defendants from me and my wife of the business we had built up in the Mekong Center food store in reliance on the agreement of the defendants MINH and LUU. Both retainer agreements were on standard form retainer agreements, to my best understanding and belief.

755) In agreeing to represent me and my wife in these matters, defendant SOLAND did not reveal that she and/or her partner Attorney Lutz had, for some time, been representing the defendants MINH and LUU, who were the principal actors in the fraud and extortion against me and my wife by which my wife and I lost the business built up in the Mekong Center food store, and lost as well the inventory we had

purchased for that business and who also were involved, as defendant SOLAND knew, in the fraud and extortion from me of my gas station lease and franchise.

756) Defendant SOLAND knew of the involvement of defendants MINH and LUU in the fraud and extortion of the gas station because that very day, June 5, 1986, on which she had me and my wife sign the retainer agreements and took our initial retainer fee, she had been at the gas station as described above. She went into the office without me, her client, being present and she observed and participated in the discussion whereby as part of the staged fraud and deception in connection with the extortion of the gas station business, her other, conflicting clients, MINH and LUU, slandered me -- HOAI -- her client and falsely, as she knew.

757) This agreement to represent me and to a lesser extent my wife in these matters was agreed upon over the telephone in essence and then reduced to writing and signed. The same constituted a fraud by the defendant MY LINH SOLAND in that she falsely represented that she intended to represent me as my attorney, knowing that she could not do so herself or in any way through herself or partner as she represented the very people who had wronged me. She had no present intention at the time of truly representing me and/or my wife and ceasing to represent the defendants MINH and LUU. She intended that my wife and I would act upon this false representation to our detriment and we did.

758) Defendant MY LINH SOLAND continued this dual agency and conflict of

interest from the day of May 28, 1986, when, as set out above she drafted a letter for me to be sent to her clients MINH and LUU until August 18, 1986, when I went to the Arlington Court House as set out above and discovered her dual agency and conflict of interest as set out above and then confronted her with it.

759) Throughout this dual agency and conflict of interest the actions and words of defendant SOLAND aided abetted and counselled the fraud and extortion of the defendants MINH, LUU, THACH and VO against me and my wife and against my business of the gas station lease and franchise aforesaid and the business that my wife and I had at the Mekong Center food store

760) Throughout this dual agency and conflict of interest of the defendant SOLAND, as in the incidents alleged above,

such as when defendant VO fabricated the outrageous lie that he had given his wife to me to sleep with, the defendant SOLAND betrayed the interests of her client, this is, my interests and my wife's, to our harm, and served the interests of the defendants in defrauding and extorting my two business interests from me and my wife.

761) From the time of the June 5, 1986, meeting at the gas station on until the duality of her agency was discovered by me, defendant SOLAND aided and abetted and counselled the pattern of racketeering activity of the defendants MINH, LUU, VO, THACH and ARIF by counselling me to stay at home and do nothing and give up all means of livelihood. This aggravated the harms done by these other defendants in their pattern of racketeering activity as

well as aided and abetted them, while the defendant SOLAND was counselling one or more of the defendants in the same.

762) From the time of the Northern Virginia Sunoco dealers' meeting at the Howard Johnson's on Rte. 1 in Alexandria, Virginia, until a meeting that was held in the offices of defendant ARIF on July 14, 1986, and was attended by defendants VO, and (quite unexpected to me) THACH, as well as me and defendant SOLAND, the defendant SOLAND twice interfered with oral contracts or agreements between me and the Sun Oil Company to enter the gas station and work together to get the defendant VO out of the station and take an inventory and pay off the defendant VO for inventory he had purchased and cash he had actually put up.

763) On these occasions, and

throughout her dual agency and conflict of interest, the defendant SOLAND falsely represented to me that at that time the Sun Oil Company was trying to harm me and would not help me. The Sun Oil Company, so far as I presently knows, did not participate in this pattern of racketeering activity until later in the manner set out above. Ultimately the actions of this defendant were in part responsible for the Sun Oil Company's decision to turn against me to aid and abet and counsel the pattern of racketeering activity engaged in against me.

764) Throughout these actions and activities of the defendant SOLAND, from the initial oral hiring on, much of the business and false representations were conducted using the telephone.

765) As part of her fraud in preventing me from effectively working with the Sun Oil Company to end the illegal occupation by the defendants VO and THACH of the gas station, the defendant SOLAND wrote, on two occasions, letters to SUNOCO which were designed to achieve delay by fraudulently purporting to be counsel's letters designed to help me regain my gas station business when in fact they were designed to create delay and encumber me in my primary goal to regain my gas station business.

766) Defendant SOLAND engaged in a conspiracy with the other defendants MINH, LUU, VO, THACH, and ARIF to defraud, by wire and mail, and extort me of my gas station business and to interfere with commerce to my harm.

767) Defendant SOLAND interfered with

commerce by her fraudulent activity which did me considerable harm.

768) Defendant SOLAND falsely and fraudulently deprived me of valuable legal services vital to me by her participation in, aiding and abetting and counselling of, or conspiracy with other defendants to accomplish, a pattern of racketeering activity against me which effectively took my gas station lease and franchise from me by fraud and extortion and prevented me from curing that fraud and extortion by effective action at a time when such effective action and effective legal representation were essential.

769) Using the telephone, the defendant SOLAND defrauded me by fraudulently and deliberately leading me to believe that she had filed a lawsuit on my behalf to recover my business interest

EDITOR'S NOTE

THE FOLLOWING PAGES WERE POOR HARD COPY AT THE TIME OF FILMING. IF AND WHEN A BETTER COPY CAN BE OBTAINED, A NEW FICHE WILL BE ISSUED.

that I had built up with my wife in the Mekong Center food store when she had not filed such a suit, by representing that I did not need to file such a suit, in fact, I did, and by falsely representing that she was working with other lawyers on the recovery of the extorted gas station business when she was not.

770) Using the telephone, the defendant SOLAND defrauded me by fraudulently and deliberately leading me to believe that she had filed a lawsuit on my behalf to recover my business interest that I had built up in the gas station lease and franchise I had obtained with the Sun Oil Company at 2305 Pennsylvania Avenue, S.E., in the District of Columbia when she had not filed such a suit, by representing that I did not need to file such a suit when I did, and by falsely

representing that she was working with other lawyers on the recovery of the extorted gas station business when she was not.

771) Even after I had discovered the fraud perpetrated against me by the defendant SOLAND in claiming to file suits she had not in fact filed and in representing that suits should not have been filed when they should have been, the defendant SOLAND further defrauded me over the telephone by representing that the defendant LUU was judgment proof and otherwise trying to prevent me, as her client, from pursuing the proper remedies in my cause by fraudulent representations.

MICHAEL ARIF: AGGRAVATION: AIDING AND ABETTING, COUNSELLING, PARTICIPATING IN FRAUD: ADDITIONAL WIRE FRAUD

772) I refer to all the statements made previously from paragraphs 1) through 771) above and incorporate them for understanding.

773) By his use of the telephone and the mails the defendant MICHAEL ARIF participated in the fraud and extortion of both the gas station franchise and dealership and the Mekong Center food store from me as set out above as part of the pattern of racketeering activity complained of and also interfering with commerce.

774) The defendant ARIF aided and abetted and/or counselled the same to my best belief and information.

775) The defendant ARIF participated in the fraud of the defendant THACH throughout these events, participating in a pattern of using the telephones of his law offices, the mails and his letterhead as a lawyer to hold out that THACH was variously a banker, the president of a bank and/or the owner of a bank when, as he well knew, or within the exercise of reasonable prudence should have known that the defendant THACH was nothing of the kind.

776) However, I acted upon this fraudulent misrepresentation to my own detriment.

777) By these acts the defendant ARIF deprived me of valuable legal services vital to me by his participation in, aiding and abetting and counselling of, or conspiracy with other defendants to

accomplish, a pattern of racketeering activity against me which took my gas station lease and franchise from me by fraud and extortion and prevented me from curing that fraud and extortion by effective action at a time when such effective action and effective legal representation were essential.

778) Using the telephone, the defendant ARIF arranged for a meeting on July 14, 1986, in his office for me and for defendant SOLAND and defendant VO. Ostensibly and fraudulently it was misrepresented that the meeting would be for purposes of my buying out defendant VO's inventory and actual investment (it being by then apparent that the claimed thirty-five thousand dollar ($35,000) loan, the claimed forty-five thousand dollar ($45,000.) deposit and the claimed

one hundred thousand dollar ($100,000.) deposit were all a fraud and a deceit) as I had been trying to arrange directly with SUNOCO. On purpose, however, the Sun Oil Company was excluded from the meeting and the "banker" THACH was included by the deceit of the defendant ARIF as an attendee.

779) At this meeting the defendant THACH and defendant VO, in front of defendant ARIF and defendant SOLAND offered twenty-five thousand dollars ($25,000.) for my gas station lease and franchise. However, I refused and said I did not want to be bought off. I wanted my gas station back, said so whereupon the defendants VO and THACH, in front of SOLAND and ARIF, threatened once again to kill me (in the Vietnamese language) which threats the defendant SOLAND immediately

translated into English and repeated to defendant ARIF. ARIF did not disassociate himself from this behavior and aided, abetted and counselled the defendants VO and THACH in this behavior.

780) Later, in the Superior Court of the District of Columbia, in September and October, the defendant ARIF, in documents that passed through the mails fraudulently denied any knowledge of these threats made in front of him which were brought to his attention.

781) Later, in the incident at the gas station described above the defendant ARIF engaged in additional fraud using the mails and telephones as part of the activities so described, including engaging in the deceit of purporting to settle my claims to get my station back by agreeing to abide by the decision of Ernie

Peele the following day, August 26, 1986, when in fact he had no present intention of doing so nor honoring that agreement or even urging the defendants whom he was counselling to do so.

782) Defendant ARIF then participated in the preparation and filing of the sham pleading in the Superior Court and the TRO proceeding that is subsequently described above, using the telephone and mails in so doing and interrupting commerce by falsely and fraudulently reclaiming the gas station for those who had extorted it from me, the rightful licensee, as he well knew.

783) Subsequently, using the phone and mails the defendant ARIF engaged in other fraudulent and sham motions and filings by counselling, aiding and abetting the pattern of racketeering

activity engaged in by the defendants THACH and VO, including pretending to consent to a deposition with no present intention of cooperating or doing other than he did do, namely, lie, attempt to prevent my counsel from conducting a meaningful deposition, and disrupting the proceedings with phony, staged objections and attacks on my counsel.

784) In doing all of these things the defendant ARIF failed to report his clients' fraud to those who were or might be injured by it as required on my best understanding by the rules of the Virginia Bar. Instead, defendant ARIF participated in the fraud and extortion of VO and THACH, leading an air of legitimacy to their empty promises and their threats and extortion.

785) Defendant ARIF conspired with

the other defendants to carry out, aid and/or abet and/or counsel their pattern of racketeering activity to my best information and belief.

ATTORNEYS ROSEMAN AND OTTMAN: AGGRAVATION: AIDING AND ABETTING, COUNSELLING, PARTICIPATING IN FRAUD: ADDITIONAL WIRE AND MAIL FRAUD, INTERFERENCE WITH COMMERCE

786) For full understanding of the following statements, I repeat and incorporate paragraphs 1) through 785) above.

787) By their use of the telephone and the mails VO's attorneys ROSEMAN and OTTMAN participated in the fraud and extortion of my gas station franchise and dealership as set out above by participating in the pattern of racketeering activity complained of.

788) The attorneys ROSEMAN and OTTMAN

aided and abetted and/or counselled the same to my best belief and information.

789) The attorneys ROSEMAN and OTTMAN by their fraud and sham pleading and filing and deceit involving the use of the telephones and the mails, particularly aided and abetted and counselled the defendants THACH, VO, MINH, LUU, and ARIF in carrying out their threats to deprive me of effective counsel, access to justice and funds with which to effectively resist the fraud and extortion of the defendants.

790) I was compelled to accept this fraudulent misrepresentation to my own detriment and to my great sorrow.

791) By their acts the attorneys ROSEMAN and OTTMAN deprived me of valuable legal services vital to me by their participation in, aiding and abetting and counselling of, or conspiracy with the

defendants to accomplish, a pattern of racketeering activity against me resulting in the taking of the gas station lease and franchise from me by fraud, extortion, and trick, and prevented me from curing that fraud and extortion by effective action at a time when such effective action and effective legal representation were essential.

792) In the Superior Court of the District of Columbia, in August, after the events at the gas station described above the attorneys ROSEMAN and OTTMAN aided, abetted, counselled and/or conspired in a pattern of racketeering activity as set out above, including instructing an associate to engage in sham pleading, misrepresenting what was contained in the American Bar Association Canon of Ethics by using an obsolete edition to document

the pertinent provision which would have prevented their deceit and fraud upon the court lied to the court repeatedly in filings and oral misrepresentations and otherwise engaged in mail and wire fraud themselves, all to the detriment of me and my interests. The attorney OTTMAN in particular fraudulently used the bar number of another member of the bar of the District of Columbia not even in the same firm, I understand on information and belief.

793) Attorneys ROSEMAN and OTTMAN participated in the sham pleading and hearing in the Superior Court, using the telephone and mails, and interrupting commerce by claiming the gas station for those who had extorted it from my possession. They knew or it was obvious, basing their claims upon VO's having "paid

for" the operation of the gas station when he was drawing checks on the corporate account pursuant to the fraud aforesaid, that VO's claims were false.

794) Subsequently, using the phone and mails the attorneys ROSEMAN and OTTMAN engaged in other fraudulent and sham motions and filings by counselling, aiding and abetting the pattern of racketeering activity engaged in by the defendants THACH and VO, including pretending to consent to a deposition with no present intention of cooperating or doing other than was done, namely,to lie, attempt to prevent my counsel from conducting a meaningful deposition, and disrupting the proceedings with phony, staged objections and attacks on my own counsel.

795) In doing all of these things the attorneys ROSEMAN and OTTMAN failed to

report their clients' fraud to me or others who might be injured by it and otherwise participated in the fraud of the other defendants and committed fraud as barred by Disciplinary Rules of the District of Columbia bar upon information and belief. They participated in the fraud and extortion of VO and THACH, lending an air of legitimacy to their empty promises and their threats and extortion.

796) Attorneys ROSEMAN and OTTMAN conspired with the other defendants to carry out, aid and/or abet and/or counsel their pattern of racketeering activity in which they engaged as set out herein which took my gas station and SUNOCO lease.

DEFENDANT SUNTECH SUNOCO, INC.
AGGRAVATION: AIDING AND ABETTING, COUNSELLING, PARTICIPATING IN FRAUD: ADDITIONAL WIRE AND MAIL FRAUD, INTERFERENCE WITH COMMERCE

797) For the understanding of the following statements paragraphs 1) through 796) are recalled to mind and incorporated by reference.

Defendant SUNTECH SUNOCO, INC., acting through its officers and directors, participated in the above pattern of racketeering activity and also aided, abetted, counselled the same and conspired with the other defendants.

798) Defendant SUNTECH SUNOCO, INC., fraudulently and by extortion robbed and stole the trade name coined by me and fraudulently, using the mails and the telephone, applied for and received licenses, permits, insurance and other

things to my harm and detriment.

799) Defendant SUNTECH SUNOCO, INC. and the Sun Oil Company conspired and concerted together in a pattern of racketeering activity using the mails and the telephone to harm me and to interfere with commerce to my harm.

DEFENDANTS COWBOYS: AGGRAVATION: AIDING ABETTING, COUNSELLING, PARTICIPATING IN FRAUD AND EXTORTION: INTERFERENCE WITH COMMERCE

800) For full clarity, I repeat everything by reference from paragraphs 1) through 799) and continue with my statements.

801) By their behavior as, and knowingly allowing themselves to be used as "street muscle" or the threat of the same to enable the other defendants VO, THACH, MINH and LUU to carry out their

fraud and extortion, the defendants COWBOYS participated in the above described fraud, extortion and interference with commerce as set out above, including their appearance at breakfast at the Mekong Center in early May, their appearance at the gas station when I was being physically intimidated and intimidated with threats not to come to my own gas station, their appearance at the Mekong Center on the morning of May 28, 1986, their threatening me on the sidewalk by the Saigon Market when I was with my small child, and so on.

802) One man in particular told another member of the local Vietnamese community that because of my alleged lying to and wrongs to defendants VO and THACH the "banker," he was going to burn my house.

SUMMARY STATEMENT OF AFFIANT

803) All of the foregoing statements are written in English. English is not my native language, but I have read carefully and gone over my affidavit as it was being prepared for use in connection with my Complaint against the defendants named herein. Much of the events with which this affidavit is concerned and dialogue connected with those events were conducted in Vietnamese, my native language. I was consulted at all stages of the drafting of this affidavit which puts my ideas and words into English. The drafting of these documents took a period of two months and I examined and approved each paragraph, asking about those words in English with which I was not completely familiar so as to make certain that they accurately

reflect my true intent in making the statement.

804) Further sayeth the affiant not.

AND, FINALLY, I SWEAR UNDER PENALTY OF PERJURY THIS 25th DAY OF MARCH, 1987, THAT THE FOREGOING AFFIDAVIT IS TRUE AND CORRECT TO THE BEST OF MY INFORMATION AND BELIEF.

/s/Thanh Vong Hoai/s/

THANH VONG HOAI
927 N. Highland Street
Arlington, Virginia
22201